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NORTH CAROLINA INDUSTRIAL COMMISSION
I.C. FILE NO. 17-781373
A.G. FILE NO. 17-00170

RAYMOND WHITE,)	
Plaintiff/Employee,)	
)	
v.)	COMPROMISE SETTLEMENT
)	AGREEMENT AND RELEASE
NORTH CAROLINA DEPARTMENT OF)	
MILITARY AND VETERAN'S AFFAIRS,)	
Employer-Defendant.)	

WITNESSETH:

THIS AGREEMENT OF COMPROMISE SETTLEMENT AND RELEASE is made and entered into by and between Raymond White, Plaintiff-Employee (hereinafter "Employee"), and the North Carolina Department of Military and Veterans Affairs, Defendant-Employer (hereinafter "Employer").

THAT WHEREAS, all parties hereto are subject to and bound by the provisions of the North Carolina Workers' Compensation Act, and Employer is a duly qualified self-insurer for purposes of said Act; and

WHEREAS, Employee was employed by Employer as a maintenance mechanic on November 28, 2016, when he suffered an injury by accident arising out of and in the course of his employment. Employee was lifting sod when he felt the inception of pain in his back. At the time of the November 28, 2016 accident, Employee's average weekly wage was \$537.78, yielding a compensation rate of \$358.52.

WHEREAS, Employer accepted compensability for this claim pursuant to the provisions of the North Carolina Workers' Compensation Act. Employer has paid temporary total disability benefits on this claim in accordance with such Act.

WHEREAS, Employer has paid all medical bills for medical treatment of the injuries arising out of this accident which has included treatment and examination by medical providers including (1) Breakthrough Physical Therapy, (2) FastMed Urgent Care, (3) Café Fear Neurosurgery, *et al.*

WHEREAS, Employee initially reported to FastMed Urgent Care with he reported aching and spasms in his lower back. X-rays revealed loss in lordosis in Employee's spine with normal disc height and spacing. Employee was prescribed Naproxen and Cyclobenzaprine and told to follow up if his pain continued. On December 9, 2017, Employee followed up with Jamie Sheldon, PA at FastMed. There, Employee was diagnosed with lower back pain and referred for

physical therapy and consultation with a neurologist. From December 29 to February 15, 2017, Employee underwent physical therapy at Breakthrough PT. On February 1, 2017, Employee's records were reviewed at Cape Fear Neurosurgery where the provider declined to see Employee, having found that there was nothing surgical that could be done for Employee's back given Employee's existing records.

On March 29, 2017, Employee was evaluated by Dr. Nael Shanti, an orthopaedic spinal surgeon at Cary Orthopaedics. Dr. Shanti requested an MRI of Employee's lumbar spine and prescribed Tramadol and Skelaxin. On April 1, 2017, Employee underwent an MRI that showed degenerative disc and joint disease in Employee's lumbar spine with a small annular tear at L4-L5 and mild posterior bulging of the disc associated with a tiny central disc protrusion at L5-S1. On April 5, 2017, Employee returned to Dr. Nael, who recommended continued non-surgical care in the form of bilateral lumbar injections, to be administered by Dr. Gary Smoot. On May 12, 2017, Employee underwent his first lumbar injection with Dr. Smoot. However, these injections provided minimal benefit to Employee. On October 27, 2017, Dr. Shanti found that Employee was at maximum medical improvement, assigned a 3% permanent partial impairment rating to the back, and assigned permanent work restrictions of no lifting greater than fifty pounds.

WHEREAS, Employee and Employer agree that pursuant to 04 NCAC 10A .0502(b)(8), the position of the parties to this agreement are reasonable as to the payment of medical expenses and that the interests of any person or entity, including any health benefit plans, which have paid any of the medical expenses of Employee as a result of the aforementioned injuries, have been considered. The parties entered into this agreement on April 30, 2018. It is mutually agreed:

1. Employer agrees to pay, subject to the medical fee schedule, any causally related medical expenses from authorized medical providers incurred up to and including April 30, 2018, when such bills have been submitted to and approved by the North Carolina Industrial Commission.
2. Employer has paid medical expenses totaling \$16,230.56 to date, to the following medical providers: (1) Breakthrough Physical Therapy, (2) FastMed Urgent Care, (3) Café Fear Neurosurgery, *et al.* (see medicals)
3. Employer does not dispute any of the medical expenses to date.
4. Employee and Employer are unaware of any medical expenses incurred from treatment by unauthorized medical providers relating to the accident or occupational disease giving rise to this claim.

WHEREAS, the parties expressly understand and agree that the foregoing paragraphs concerning the course of Employee's medical treatment are only intended as a summary of the course of said treatment. The examinations, evaluations, and treatment received by Employee are more fully set forth in the medical, vocational and/or rehabilitation reports to be submitted to

the Industrial Commission along with this agreement pursuant to N.C.G.S. § 97-82(a) and 04 NCAC 10A .0502. The contents of said medical, vocational and/or rehabilitation reports are hereby incorporated by reference as if fully set forth herein. The parties affirmatively represent to the Commission that they have each had the opportunity and ability to obtain the medical and other records necessary to appropriately evaluate this claim and make this settlement.

WHEREAS, the parties to this agreement hereby waive further hearings before the North Carolina Industrial Commission and, in presenting this agreement for approval, represent that they have made available to the Commission with said agreement all medical, vocational and rehabilitation reports known to exist. In this connection, the parties hereby stipulate and agree to waive any rights they may have to contest the approval of this agreement based upon any failure to provide copies of medical, vocational or rehabilitation records to the Industrial Commission with this agreement.

WHEREAS, Employee was unable to returned to work at the same or greater wages than he was making prior to the date of injury.

WHEREAS, notwithstanding any controversy, and notwithstanding the legal liabilities of the respective parties, for the purpose of fully and finally concluding and disposing of this claim, the parties to this agreement desire to compromise and forever settle all workers' compensation matters in dispute between them, including any and all claims past, present and future, and have agreed upon the provisions of this instrument. Pursuant to N.C.G.S. § 97-17(c)(3), the parties agree that they have a need for the finality of the litigation of this workers' compensation claim.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED:

1. Employer will pay or cause to be paid to Employee the sum of **FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00)** in full and complete compromise settlement of any and all claims the Employee may have against Employer, the State of North Carolina and the North Carolina Department of Military and Veterans Affairs, for medical bills, compensation, disability under the Workers' Compensation Act, all matters pertaining to Employee's rights under the Workers' Compensation laws of North Carolina, ratings, penalties, interest, fees or otherwise, including any change of condition, arising out of or in any way causally related to Employee's accident of November 28, 2016. It is understood by Employee that future health care may be needed by Employee, and that the acceptance of this settlement will release Employer from any liability to pay for the same or provide compensation during the time of treatment.

2. Employee, for and in consideration of said payment and agreements set forth above, and upon the consent and approval of the Industrial Commission, hereby releases, acquits, and forever discharges Employer and the State of North Carolina from any and all claims and

demands for compensation, medical, and hospital expenses previously paid or required to be paid, and all other claims and demands for benefits or payment of any kind under the North Carolina Workers' Compensation Act and growing out of any and all injuries, disease, scarring and pain from the same, known or unknown, relating to the injuries caused by or arising out of the accident of November 28, 2016.

3. Employer agrees to pay or cause to be paid to Employee one lump sum of \$55,000.00, with said sum to include counsel fees for Employee's counsel, Law Office of John A. Hedrick, in full and final settlement of all compensation due to or to become due under and by virtue of the N.C. Workers' Compensation Act.

4. This release of medical benefits under the N.C. Workers' Compensation Act is without prejudice to medical and income compensation to which Employee is otherwise entitled under the State of North Carolina Disability Retirement Program.

5. Nothing herein will affect Employee's rights to any retirement, disability or other employment benefits earned during employment with Employer, and to which Employee may be otherwise entitled to from the State of North Carolina.

WHEREAS, Employee certifies that due to this settlement, Employee has no further claim for partial or total wage loss from Employer, under the terms of the North Carolina Workers' Compensation Act, in connection with Employee's workers' compensation claim which is the subject of this settlement agreement. Employee hereby knowingly and intentionally waives his/her right to further benefits and accepts the sum of fifty-five thousand dollars and zero cents (\$55,000.00) in full and complete compromise settlement of any and all claims Employee may have against Employer and the State of North Carolina, arising out of or in any way causally related to the injuries arising from the accident of November 28, 2016.

WHEREAS, in arriving at the aforementioned settlement value of fifty-five thousand dollars and zero cents (\$55,000.00), the parties considered among other things that Employee's date of birth is July 16, 1974 and that he is 43 years of age at the time of settlement. Employee's reasonable life expectancy at this time, in accordance with N.C.G.S. § 8-46, is 35.6 years, or 427.2 months. Of the present settlement amount, it is anticipated that \$13,750.00 will be approved as attorney's fees. Considering Employee's reasonable life expectancy and his contention that he may be entitled to lifetime compensation for permanent and total disability resulting from his injury, the parties agree Employee's effective weekly compensation rate is \$96.56 payable in one lump sum of \$41,250.00, after attorney's fees. The payments under this agreement are intended as compensation for injuries or sickness within the meaning of Section 104(a)(1) of the Internal Revenue Code. In this regard, no Form 1099 will be issued for any sums paid hereunder.

WHEREAS, the parties have considered that Employee is not currently eligible to receive Medicare benefits, considering Employee has not reached the age of 65 and has not been receiving Social Security Disability benefits for at least 24 months; and as the amount of this

settlement does not exceed \$250,000.00, the parties, in reliance on the current memorandums from Centers for Medicare and Medicaid Services, have made no allocation for future potential Medicare-covered medical expenses.

WHEREAS, Employee certifies that Employee has received neither Medicare nor Medicaid benefits in relation to the injury that is the subject of this workers' compensation claim, and Employee further certifies that Employee is not currently eligible for Medicare benefits.

IT IS UNDERSTOOD by and between the respective parties hereto that Employee's condition as a result of this incident may be permanent, recurrent, and progressive, and in making this release and agreement it is understood that the sum of money herein paid and other agreements recited above are in full and final settlement of all claims of Employee against Employer as to claims under the North Carolina Workers' Compensation Act (including future medical expenses and changes in condition).

IT IS FURTHER AGREED by Employee that in making this release Employee was not influenced by any representations or statements regarding Employee's condition or regarding any other matters, made by any person, firm or corporation, or by any physician or surgeon acting for or on behalf of Employer, and that the facts in connection with the employment and with Employee's resulting injury are fully known, understood and comprehended by Employee, and explained by retained counsel.

IT IS FURTHER UNDERSTOOD AND AGREED that the amount of the consideration recited in this agreement is subject to the approval of the North Carolina Industrial Commission and will be paid at such time and in such amounts as said Commission shall order and direct. The approved order shall be binding upon the parties. It is understood by the Employee that the Industrial Commission may award an attorney fee in this matter to Employee's counsel, and that the sum may be deducted from the settlement proceeds and paid directly to Employee's counsel.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties have read and reviewed this instrument and that this instrument contains the entire agreement between the parties hereto, that the terms of this release and agreement are contractual and not mere recitals, and that the sum paid under this agreement upon the order of the North Carolina Industrial Commission, and other consideration recited in this agreement, is all that Employer, its present and former officers, agents, employees, servants and staff will ever be required to pay and all Employee will ever receive from Employer as to any current claim, change of condition, or future claims as to any injury/condition as set out above.

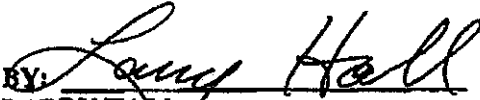
IT IS FURTHER UNDERSTOOD AND AGREED by the parties that no rights, other than those arising under the provisions of the Workers' Compensation Act, are compromised or released by the execution of this agreement.


IT IS FURTHER AGREED that the self-insured Employer agrees to pay all costs as

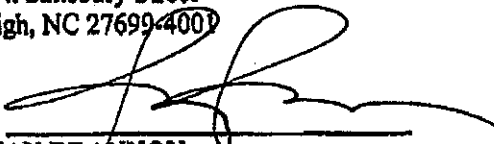
taxed by the North Carolina Industrial Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals,
this the 3rd day of May, 2018.


**NORTH CAROLINA DEPARTMENT OF
MILITARY AND VETERANS AFFAIRS**

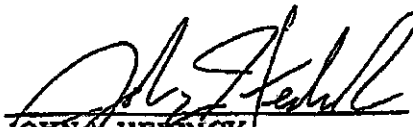
BY: 
LARRY HALL
Secretary- NC DMVA
413 N. Salisbury Street
Raleigh, NC 27699-4000


RAYMOND WHITE
Plaintiff-Employee
S.S. # ***-**-2608
628 Emerald Drive
Fayetteville, NC 28311

BY: 
BRYAN BRANNON
CFO- NC DMVA/DOA
116 W. Jones Street
Raleigh, NC 27603

JOSHUA H. STEIN
ATTORNEY GENERAL

BY: 
WES SAUNDERS
Assistant Attorney General
North Carolina Department of Justice
Post Office Box 629
Raleigh, NC 27602
Tel. (919) 716-6583
NC Bar No. 48064


JOHN L. HEDRICK
Attorney for Plaintiff
8394 Six Forks Road, Suite 203
Raleigh, NC 27615
Tel. (919) 977-0804
NC Bar No. 18228

STATE OF NORTH CAROLINA

I.C. FILE NO. 17-781373

COUNTY OF HuntVERIFICATION

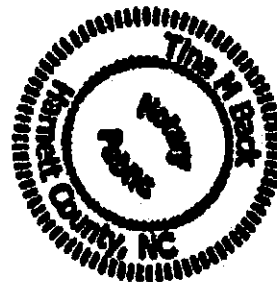
Raymond White, first being duly sworn, deposes and says that he is the Plaintiff-Employee in the foregoing agreement, that he has read the foregoing agreement and has received a copy thereof; that the same is true of his own knowledge except as to those matters and things, if any, therein stated upon information and belief, and as to such matters and things, he believes them to be true; that he has executed the forgoing instrument for the purposes therein expressed and that he knowingly and willingly executed the agreement for the purpose of relinquishing any and all further claims, of all kinds, both known and unknown, he may have under Workers' Compensation Law for the considerations set forth in the release and agreement.

Raymond White
RAYMOND WHITE

Sworn to and subscribed before me

This the 3 day of MAY 2018.

Linda M. Beck
NOTARY PUBLIC

My Commission Expires: 04 December 2023

STATE OF NORTH CAROLINA

RAYMOND WHITE,
Employee-Plaintiff

v.

NORTH CAROLINA DEPARTMENT OF
MILITARY AND VETERAN'S AFFAIRS,
Employer-Defendant.

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**RELEASE
AND
RESIGNATION**

THIS AGREEMENT OF RELEASE (hereinafter "Agreement") is made and entered into by and between Raymond White, Employee-Plaintiff (hereinafter "Employee"), and North Carolina Department of Military and Veteran's Affairs, Employer-Defendant (hereinafter "Employer").

WHEREAS, on November 28, 2016, Employee suffered an injury by accident or an occupational disease, arising out of and in the course of employment with Employer; and

WHEREAS, Employee filed with the North Carolina Industrial Commission a claim for workers' compensation benefits, in which Employee contends that Employee is entitled to compensation for disability; and

WHEREAS, Employee and Employer entered into an agreement and compromise to settle the workers' compensation claim, which included the execution of a Release and Resignation. By means of a single lump sum payment by Employer to Employee, pursuant to the provisions of the North Carolina Workers' Compensation Act, and subject to the approval of the North Carolina Industrial Commission the parties agreed to settle the workers' compensation claim (which agreement is entitled "Compromise Settlement Agreement and Release - I.C# 17-781373"); additionally, the parties also agree that Employer will pay Employee's portion of the clincher filing fee as consideration for the execution of this Agreement by Employee.

WHEREAS, Employee and Employer have determined that it was in each of their best interests to settle and compromise any disputes concerning Employee's employment with Employer upon certain terms and conditions, as follows:

1. Employee hereby resigns from employment with Employer effective April 30, 2018.
2. Employee agrees not to seek re-employment with Employer, nor to accept any offer of employment from Employer. The parties also agree and acknowledge that Employee is not waiving claims or rights that Employee may have after the execution of this Agreement, but that Employee has contractually agreed not to apply for employment with Employer, and this Agreement shall constitute a complete bar to any claim that Employee may have should Employee apply for employment with Employer in the future and not be hired.
3. As consideration for this agreement, Employer will not seek reimbursement of Employee's portion of the Industrial Commission clincher filing fee from the settlement

proceeds.

4. For the consideration listed in paragraph 3 above, and under the conditions noted above, Employee, for himself/herself and his/her spouse, heirs, executors, administrators and assigns, hereby irrevocably and unconditionally forever releases and discharges Employer, and its predecessors, successors, affiliates, benefits plans, assigns, administrators, employees, representatives and agents from any and all actual or potential claims, demands, actions, causes of action or liabilities of any kind or nature, whether known or unknown, related to or arising out of Employee's employment with Employer.

5. Employee agrees that the persons and entities released above in paragraph 4 may plead this Agreement as a complete bar to any action or suit before any court or administrative body with respect to any claim released herein.

6. The existence and execution of this Agreement shall not be considered and shall not be admissible in any proceeding, as an admission by Employer, or its agents or employees, of any liability, error, violation or omission.

7. Nothing herein will affect any rights Employee may have to apply for or receive retirement, short or long-term disability or other employment benefits earned during employment with Employer, and to which Employee may be otherwise entitled from the State of North Carolina.

8. Nothing herein will affect any rights Employee has for reimbursement of any unused sick, vacation or bonus leave days (effective as of the date of resignation) that Employee may be entitled to from the State of North Carolina.

9. Employee represents that Employee has received the advice of counsel for the settlement of the Workers' Compensation claim and this Agreement, and acknowledges that Employer's payment of Employee's portion of the clincher filing fee is adequate consideration for this Agreement.

10. Employee represents that Employee has carefully read and fully understands all the provisions of this Agreement, and that Employee is entering into this Agreement freely and voluntarily.

SO AGREED AND ENTERED, this the 3rd day of May, 2018.



Raymond White
S.S. # ***-**-2608
Employee-Plaintiff

COPY

LAW OFFICE OF JOHN A. HEDRICK, PLLC

Board Certified Specialist in NC Workers' Compensation Law

8394 Six Forks Road, Suite 203
Raleigh, North Carolina 27615

Phone: 919-977-0804
Facsimile: 919-301-8097
Email: john@johnhedricklaw.com

May 21, 2018

Mr. Wes Saunders
NC Department of Justice
PO Box 629
Raleigh, NC 27602

VIA EMAIL & U.S. MAIL

Re: I.C. File No. 17-781373; Raymond White v. Dept. of Military and Veteran's Affairs

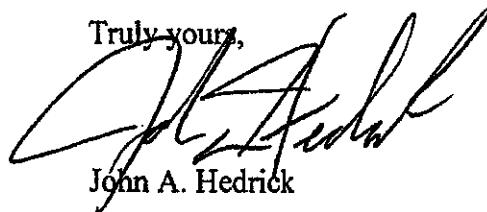
Dear Mr. Saunders:

Please find enclosed a copy of the Order Approving Compromise Settlement Agreement filed today. Pursuant to the decision in Carroll v. Living Centers Southeast, Inc., 157 N.C. App. 116 (2003), payment must be mailed within 24 days to avoid imposition of a late payment penalty.

Please ask your client to issue a check payable to Mr. Raymond White in the amount of \$41,250.00. Please ask your client to issue a check payable to *LAW OFFICE OF JOHN A. HEDRICK, PLLC* in the amount of \$13,750.00. Our firm's federal tax number is **82-1328667**. Please ask that your client mail both checks to our office.

I have enjoyed working with you to resolve this claim. If you have any questions or concerns, please contact me. I remain,

Truly yours,



John A. Hedrick

Enclosure

cc: Mr. Raymond White (with enclosure)

NORTH CAROLINA INDUSTRIAL COMMISSION

I.C. No. 17-781373, RAYMOND WHITE, Employee-Plaintiff v. NORTH CAROLINA DEPARTMENT OF
MILITARY AND VETERAN'S AFFAIRS, Employer-Defendant.
A.G. No. WC-17-00170

ORDER APPROVING COMPROMISE SETTLEMENT AGREEMENT

FILED: 05/21/18

A duly executed compromise settlement agreement has been submitted by the parties for the Commission's consideration.

APPEARANCES

Plaintiff: Scudder & Hedrick, Raleigh, North Carolina
John A. Hedrick, Attorney for Plaintiff, appearing.
Fax: (919) 851-3577

Defendant: North Carolina Department of Justice, Asheville,
North Carolina, Josh Stein, Attorney General;
Wes Saunders, Assistant Attorney General, appearing.
Fax: (919) 716-0124

After giving due consideration to all matters involved in this case in accordance with Chapter 97, N.C.G.S. 97-17 as amended June 2001, and Commission Rules, and upon the defendants' stated or implied representation that all medical reports have been submitted with the agreement to the Commission as required by 04 NCAC 10A .0502(b), the compromise settlement agreement is deemed by the Commission to be fair and just, and in the best interests of all parties. Furthermore, the interest of all parties and of any person, including a health benefit plan, who paid medical expenses of the plaintiff have been set forth in the settlement agreement and have been considered. It further appears that the agreement contains a finding that the positions of all parties to the agreement are reasonable as to the payment of medical expenses. The agreement is incorporated herein by reference and is approved in the amount of FIFTY-FIVE THOUSAND DOLLARS AND 00/100 DOLLARS (\$55,000.00). Compliance with the terms of the agreement shall discharge defendant from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim.

An attorney's fee in the amount of \$13,750.00 is approved for plaintiff's counsel of record. This amount shall be deducted from the sum due plaintiff and paid directly to plaintiff's counsel.

It is to be noted, however, that this Order does not purport to approve, resolve, or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action. Defendant shall pay costs.


MEREDITH R. HENDERSON
EXECUTIVE SECRETARY